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16932.15

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Attorneys for Creditors Wells Fargo Leasing, successor-in-interest to Telmark, LLC.

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAIIO

In Re:

LYNN KETTERLING, dba Ketterling Farms, and JEANNE KETTERLING,

Debtors.

Case No. 03-41318 Chapter 7

MOTION FOR RELIEF FROM THE AUTOMATIC STAY, 11 U.S.C. § 362

COMES NOW Wells Fargo Leasing, successor-in-interest to Telmark, LLC. ("Wells Fargo"), by and through its attorneys of record, Moffatt Thomas Barrett Rock & Fields, Chartered, and alleges as follows:

FIRST CAUSE FOR ACTION

- Lynn Ketterling and Jeanne Ketterling, dba Ketterling Farms ("Debtors")
 filed a Chapter 12 Petition in bankruptcy on June 29, 2003, which subsequently converted to a
 Chapter 7 on or about January 2, 2004.
 - 2. R. Sam Hopkins is the duly appointed Chapter 7 Debtors.

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MOTION FOR RELIEF FROM THE AUTOMATIC STAY, 11 U.S.C. § 362 - 1

- 3. Wells Fargo has leased certain personal property to Debtors and is a party in interest in this bankruptcy proceeding.
- 4. Debtors are indebted to Wells Fargo in the amount of \$28,876.90, plus accruing interest, costs, and fees. That indebtedness is represented by:
- a. A Equipment Lease ("Lease") executed in favor of Wells Fargo on March 21, 2001. A true and correct copy of the Lease is attached hereto as Exhibit A.
- b. An Acceptance Notice Exhibit to the Lease ("Acceptance") executed in favor of Wells Fargo on April 6, 2003. A true and correct copy of the Acceptance is attached hereto as Exhibit B.
- c. An Addendum of Lease Agreement ("Addendum") executed in favor of Wells Fargo on or about March 20, 2003. A true and correct copy of the Addendum is attached hereto as Exhibit C.
- 5. The Lease is collateralized by certain items of collateral ("Collateral") identified in the following documents:
- a. The Lease and Acceptance executed in favor of Wells Fargo on March 21, 2001, and April 6, 2003, respectively. See Exhibit A and B.
 - 6. Wells Fargo's interest in the Collateral is properly perfected as follows:
- a. The filing of a UCC-1 Financing Statement with the Secretary of State, filing number B 897343, dated April 12, 2001. A true and correct copy of that document is attached hereto as Exhibit D.
- 7. Wells Fargo's security interest in the Collateral is first and prior to any right, title, or interest of any other party.

- Wells Fargo seeks relief from the automatic stay with respect to the
 Collateral.
- 9. Wells Fargo understands and alleges that the value of the Collateral is less than the indebtedness due.
- 10. Wells Fargo is entitled to relief from the automatic stay of 11 U.S.C. §362, for cause, including lack of adequate protection of Wells Fargo's interest in the Collateral.
- 11. Wells Fargo is entitled to relief from the automatic stay of 11 U.S.C. §362, because the Debtors lack equity in the Collateral, and the Collateral is not necessary to an effective reorganization of the Debtors.

WHEREFORE, Wells Fargo prays for relief as follows:

- For an Order of this Court, granting Wells Fargo relief from the automatic stay of 11 U.S.C. §362, so as to allow Wells Fargo to take possession of the Collateral.
- 2. For waiver of the ten-day waiting period set forth in Bankruptcy Rule 4001(a)(3).
 - 3. For such other and further relief as the Court deems just and equitable.

NOTICE REQUIRED BY LOCAL BANKRUPTCY RULE 4001.2

Notice is hereby given pursuant to Local Bankruptcy Rule 4001.2, that any party in interest may oppose the motion by filing and serving on the moving party of a written objection thereto at least five (5) days prior the preliminary hearing. The objection shall reasonably identify those matters contained in the motion which are to be at issue, and any other basis for opposition to the motion. Absent the filing of the timely response, the Court may grant the relief sought without a hearing. Notice is hereby further given, pursuant to Local Bankruptcy Rule 4001.2, that 11 U.S.C. §362(e) reads as follows:

Notice is hereby further given, pursuant to Local Bankruptcy Rule 4001.2, that 11

U.S.C. §362(c) reads as follows:

Thirty days after a request under subsection (d) of this section for relief from the stay of any act against property of the estate under subsection (a) of this section, such stay is terminated with respect to the party in interest making such request, unless the court, after notice and a hearing, orders such stay continued in effect pending the conclusion of, or as a result of, a final hearing and determination under subsection (d) of this section. A hearing under this subsection may be a preliminary hearing, or may be consolidated with the final hearing under subsection (d) of this section. The court shall order such stay continued in effect pending the conclusion of the final hearing under subsection (d) of this section if there is a reasonable likelihood that the party opposing relief from such stay will prevail at the conclusion of such final hearing. If the hearing under this subsection is a preliminary hearing, then such final hearing shall be concluded not later than thirty days after the conclusion of such preliminary hearing, unless the 30-day period is extended with the consent of the parties in interest or for a specific time which the court finds is required by compelling circumstances.

DATED this /2 day of January, 2004.

MOFFATT, THOMAS, BARRETT, ROCK & FIELDS, CHARTERED

Randall A. Peterman – Of the Firm Attorneys for Wells Fargo Leasing, successor-in-interest to Telmark, LLC

CERTIFICATE OF SERVICE

| I HEREBY CERTIFY that on this and correct copy of the foregoing MOTION FOR R § 362 to be served by the method indicated below, | |
|--|--|
| All parties listed on the attached Creditors' List | (X) U.S. Mail, Postage Prepaid() Hand Delivered() Overnight Mail() Facsimile |
| R. Sam Hopkins P.O. Box 3014 Pocatello, Idaho 83201-3014 | (X) U.S. Mail, Postage Prepaid() Hand Delivered() Overnight Mail() Facsimile |
| | Randall A. Peterman |

A-1 Aviation 31716 S. Dunn Road Fairfield, WA 99012 A1&1 Universal Card P.O. Box 6914 The Lakes, NV 88901 Ada County Paramedics P.O. Box 140209 Boise, ID 83714-0209

American Eagle

PO Box 105980

Dept. 71

Advanta Bank Corp B First LLC Weinstein Treiger & Riley PS 2101 4th Ave Ste 900 Seattle WA 98121

Bank One Cardmember Services PO Box 50882 Henderson, NV 89016-0882 Bank of America POB 2278 Norfolk VA 23501-2278 Barbara K Hamilton POB 35480 Newark, NJ 07193-5480

Atlanta, GA 30353-5980

Bob Hamilton Seed 273 Highway 74 Twin Falls, ID 83301 Butte Irrigation POB 790 Paul ID 83347 Capital One Bank POB 85167 Richmond VA 23285

POB 576

Credit Bureau of Twin Falls

dba Idaho Collection Bureau

Cassia Regional Hospital 1501 Hiland Avenue Burley, ID 83318

> DL Evans Bank POB 87 Twin Falls ID 83301

DL Evans Bank c/o Lance A Loveland POB 910 Burley, ID 83318-0910

Twin Falls ID 83303

DL Evans Bank c/o Lance A Loveland POB 910 Burley, ID 83318-910

Boise, ID 83701-2773

D Blair Clark

POB 2773

David Funk 4245 E 3200 N Murtaugh ID 83344 Deere and Company c/o R Ron Kerl POB 4229 Pocatello, ID 83205-4229

Discover Financial Services POB 8003 Hilliard OH 43026

Dr Woodworth Warren etc 301 Scott Avenue POB 338 Rupert ID 83350 Electic Motor Rewind PO Box 609 214 S. Highway 24 Rupert, ID 83350

Elmer Ketterling 607 W Baccon Add N Rd Paul ID 83347 Elmer Ketterling c/o Alan Goodman POB D Rupert, Id 83350 Farm Credit Leasing Special Assets Dept 5500 Wayszata Blvd Ste 1600 Minneapolis MN 55416-1252

Farm Credit Leasing Services Corpor c/o R Ron Kerl POB 4229 Pocatello, ID 83205-4229 Farm Plan Corp POB 6600 Johnston IA 50131-6600 Farm Service Agency Paul R Murri 9173 W Barnes Dr Ste B Boise ID 83709-1555 Feeders Grain Kent Fletcher POB 248 Burley ID 83318 P.O. Box 50882 Henderson, NV 89016-0882 Ford Motor Credit Co Drawer 55-953 POB 5500 Detroit MI 48255-0953

Ford Motor Credit Co c/o Richard J Hayden 1427 W Sixth Ave Spokane, WA 99204-3303 Forrest P Hymas POB 89 Jerome, ID 83338 General Electric Company POB 35480 Newark, NJ 07193-5480

General Electric Company eCast Settlement Corp POB 35480 Newark, NJ 07193-5480 Goode Motor Inc. 402 F. Street Rupert, ID 83350 Hemsley's 209 Read Avenue PO Box 13 Rupert, ID 83350

Idaho State Insurnace Fund 1215 W. State Street PO Box 83720 Boise, ID 83720-0044 Idaho State Tax Commission Bankruptcy Division POB 36 Boise ID 83722 Internal Revenue Service Chief Special Procedures 550 W Fort St MSC 041 Boise ID 83724-0041

Jeanne Ketterling 100 N 160 W Rupert, Id 83350

John Deere Credit POB 6600 Johnston IA 50131-6600 John Deere Credit Corp Attn: Jim Zoet POB 6600 Johnston, IA 50131-6600 Kerry Harris PO Box 494 Albion, ID 83311-0494

Key Bank PO Box 6533 The Lakes, NV 88901-6533

Land O Lakes Inc Jerry V Jensen POB 535 Buhl ID 83316

Land O'Lakes 2407 Warren Ave Twin Falls ID 83303 Land O'Lakes Farmland Feed File No. 73760 PO Box 60000 San Francisco, CA 94160-3760 Land O'Lakes Inc c/o Jerry V Jensen POB 535 Buhl, ID 83316

Lynn Ketterling 100 N 160 W Rupert, Id 83350 MBNA Donae Hackett POB 15168 MS 1423 Wilmington DE 19850 Magic Valley RMC POB 409 Twin Falls ID 83303-0409

Magic Valley Tire POB M Rupert ID 83350 Minico Auto Parts 402 6th St Rupert ID 83350 Nicks Quality Tire Hwy 24 Rupert ID 83350 Onyx Acceptance Corp 27051 Towne Center Dr Foothill Ranch, CA 92610 Onyx Acceptance Corp 27051 Towne Centre Dr Foothill Ranch CA 92610 Personnel Plus Inc 735 Overland Ave Burley ID 83318

Peter Grush 2218 E. 1800 South Malta, ID 83342 Que Financial P.O. Box 990003 Boise, ID 83799-0003

Retailers National Bank P.O. Box 59317 Minneapolis, MN S5459-0317

Richard J Hayden 1427 W 6th Ave Spokane, WA 99204-3303 Rupert Animal Clinic 200 S Hwy 24 Rupert ID 83350

Schow's Kent Schow POB 94 Rupert ID 83350 St. Alphonsus R.M.C 1055 N. Curtis Road Boise, ID 83706 State Insurance Fund 1215 W State Boise ID 83720

Susan and Daniel Farnworth 1624 S Jean St Kennewick WA 99337 Syngenta Seeds, Inc. 1020 Sugarmill Road Longmont, CO 80501-9713

Textron Financial Corp 112 W 3rd St Fir 2 Little Rock AR 72201

Tom Armstong 925 E 100 N Declo ID 83323

Trevino Bearing, 620 Oneida Rupert, ID 83350 United Coop Incc. RH Long POB 365 Ruper ID 83350

United States Treasury PO Box 660002 Dallas, TX 75266-0002 United States Trustee 304 N 8th St Rm 347 Boise, ID 83702 Wells Fargo Financial Lease POB 4943 Syracuse NY 13221-4943

Western Farm Service Craig Christensen POB 130 Pocatello ID 83204-130 Western Farm Service PO Box 677 Rupert, ID 83350

Western Farm Service c/o Craig Christensen POB 130 Pocatello, ID 83204-0130 Workman Pontiac POB 493 Rupert ID 83350

Exhibit A

EQUIPMENT LEASE

| LESSEE LYNN AND JEANNE KETTERLING **COUNTY MINIDOKA** **COUNTY MINIDOKA** **INDIVIDUAL** **NAME OF PERSON TO CONTACT LYNN KETTERLING** **BUPPLIER** **TRYMID INC.** **ADDRESS** **SOUTH 1150 WEST PAUL ID 83350 **SOUTH 1150 WEST PAUL ID 8350 | <u>rělmari</u> | K LLC (Lessor) YRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322 | LEASE NO.:_508123 |
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J-216 (8/98)

TERMS AND CONDITIONS OF LEASE

- 5. ACCEPTANCE AND REPARTS. Lesses shall inspect the EQUIPMENT promptly upon receipt and shall conclusively be presumed to have accepted the EQUIPMENT except for defects of which testor and the supplier are given written notice upon delivery. The date of acceptance may be inserted in the Acceptance Notice by Lassor. Lesses at its own cost and expense shall keep the EQUIPMENT in good repair and condition and shall not use the EQUIPMENT beyond its capacities. Lesses shall not, without Lassor's prior written consent, facur any expense for Lassor's account. Lessor shall not be obligated to make say repairs or replacements to the EQUIPMENT.
- TITLE. The Leason and Lessee agree that the EQUIPMENT is personal
 property and that title shall cantain in Leason's name exclusively. Lessee shall
 give Leason immediate notice of any attachment or other judicial process, liens,
 or accumbrances of facting the EQUIPMENT.
- 7. END OF TERM OPTIONS. When the LEASE terminates, the Lessee's options are: (i) renew the LEASE at the fair rental value of the EQUIPMENT for such term has the parties agree or (ii) purchase the EQUIPMENT at fair market value or (iii) return the EQUIPMENT. During any renewal period, all of the previsions of this LEASE remain in effect except for the new term and rental. The Lessee must provide Lessee will concern the EQUIPMENT or return the time Lessee will concern the LEASE, purchase the EQUIPMENT or return the EQUIPMENT.

Should Lasse not elect to renew or purchase, Lessee will return the EQUIPMENT to Lessor for Lessor's sale and exclusive use, at the Lessee's expense, in the same condition as when accepted, majoriable wear and tear excepted. Lessee shall cooperate with Lessor in taking possession of the EQUIPMENT. Until Lessee returns the EQUIPMENT, current renet shall continue. Lessor will have access to the EQUIPMENT for any lawful purpose including to disassemble for removal.

8. WARRANTES, LEUFOB BHALL AUTHORIZE LESSEE TO EMFORCE IN LESSEE'S MAME ALL WARRANTIES, AGREEMENTS, OR REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY THE SUPPLER. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, IT'S MERCHANTABILITY OR ITS FITNESS POR ANY PARTICULAR PURPOSE, ON ANY WARRANTIES AGAINST IMFRINGEMENT OR INTERFERENCE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LEBSEE OF THE OBLIGATION TO PAY KENY AS PROVIDED IN THIS LEASE OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INSTRUCTION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INSTRUCTION CONSEQUENTIAL DAMAGES TO THE LESSEE OF ANY INSTRUCE EITHER CAUSED DIRECTLY OR INDIRECTLY OR FOR ANY DAMAGES DUE TO SUPPLIER DELAY IN PROVIDING THE EQUIPMENT.

LESSEE HEREDY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO SETOFF PAYMENTS OF RENT UNDER THIS LEASE FOR A CLAIM ARISING FROM DEFECT OR SUFITMESS OF THE EQUIPMENT.

9. INDEMNITY. Lesses shall indemnify and save Lessor harmless from any and all flability, including Lessor's attorney fees or expenses, arising in connection with the EQUIPMENT including without limitations, its manufacture, selection, purchase, delivery, possession, use, injury to Lesses's employees, operation, maintenance, lessing and raturn including the acts of the Lesses in failing to maintain the EQUIPMENT in good regair.

TO. RISK OF LOSS. Lessue hereby assumes and shall beer the entire risk of loss, damage and destruction of EQUIPMENT from any cause whatsoever and no loss, damage or destruction of EQUIPMENT and raiseve Lessue of the obligation to pay rental or any other obligation of this LEASE. Lessue shall promptly neatly Lessue in writing at any such loss, demage or destruction of the EQUIPMENT. In the event of demage of any kind whatever to any part of EQUIPMENT, Lessue shall at Lessue's expense place the EQUIPMENT in good repair, condition and everlain protect. If the EQUIPMENT is determined by Lessur an amount of all unpaid rental discounted at the rate of 8% per ensum plus the estimated value of the EQUIPMENT at the and of the LEASE term, as determined by the Lessue, in addition to performing all other colligations of this LEASE. Upon such payment this LEASE shall terminets and Lessue thereupon shall become the owner of the EQUIPMENT.

TI. INSURANCE. Lexice shall at its own expense keep the EQUIPMENT insured for physical damage and shall maintain commercial general liability insurance, both on such forms and in such amounts as requested from time to time by Lexice, and shall provide Lexice with acceptable certification of insurance and upon request shall provide topies of required policies to Lexice. All requested betweence shall provide that insurance thereunder is primary with respect to any and all insurance time Lexice may maintain on its own behalf and shall be endorsed to name Lexice as an additional insured. Physical damage insurance shall also name Lexice as the optional insured. Physical damage insurance shall also name Lexice as loss payer under the terms of Lexice. The proceeds of such insurance shall be applied, at the option of Lexice, as sat forth in the Risk of Loss Section (paragraph 10). In the event the Lexice elects to apply insurance proceeds to items lost, damaged or destroyed, the Lesse's obligation for a portion of the rent shall cease only with respect to the amount

applied toward the Items lost, damaged or destroyed in the amount of the insurance settlement received by Lessor,

Lesses shall, if so required by Lessor, obtain term life insurance upon Lessee's life, in an amount required by Lessor. Lessee agrees to name Lessor as sole beneficiary and to assign ownership of sald policy to Lessor.

In the eximit of failure of Lessee to provide and maintain any and all insurance required under this Section or to provide acceptable evidence thereof. Lesser may but is not required to obtain said insurance and shall charge all premiums therefor to Lessee as additional rent.

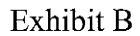
- 12. TAXES. All taxes, fees and other charges imposed on the EUDIPMENT shall be paid by the Lessee. If Lesser is required to pay teams, feed and other charges. Lesser will charge any payments to Lessee as additional rant.
- 13. DEFAULT. If Lassee fails to pay eny rant or other amount due within ten days; or if Lessee fails to observe, keep or perform any provision of this LEASE; or there is the entry of a decree or order for relief, by any court having jurisdiction, in respect to Lessee, in any roluntary or arceluntary case under the Federal Bankruptcy Laws; or if Lessee, without Lesser's prior written consent, shall attempt to remove sell, transfer, encumber, subjet or part with possession of the EOUIPMENT, such an event will be deemed to be a default of the Lease and Lesser shall have the right to: (a) declars the antina amount of all unpaid rental, invendictely due and payable, which is computed as the sum of any outstanding rentals due and unpeid, other unpaid charges including all late charges, attorney fees and other expenses, plus the present value of the remaining rentals discounted on a monthly basis at the nominal rate of six (6) percent per armum; and (b) take possession of the EOUIPMENT. Lessee shall cooperate with Lesser in taking possession of the EOUIPMENT. Lesser with have access to the EOUIPMENT ofter taking possession for any leveful purpose.

Upon taking possession of the EQUIPMENT, Lasser at its option may (i) sell the EQUIPMENT or any part thereof to the highest hidder at public auction or private sels, or [ii] engage in any lawful purpose including to re-lease or to disassemble for removal. Lesses agrees that ten days written notice to Lasses of any public or private sels constitutes reasonable notice. Notice is deemed given on date of mailing. Lesses hereby writes any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this LEASE and shall not relieve Lesses of its LEASE obligations.

14. CROSS-DEFAULT. Any default by Lessee under this LEASE will be considered a default under any other agreements between the parties and any default by Lessee under any other agreements between the parties is a default under this LEASE.

15. UCC. The Lesson hereby authorizes the Lessor to file oil necessary financing statements writhout Lessoe's signature and appoints Lessoe as its ATTORNEY-IN-FACT for this purpose. Lessee acknowledges and agrees that this LEASE constitutes a finance lesse within the meaning of the Uniform Commercial Code Article 2A.

- 16. FINANCIAL STATEMENTS. Leasure shall furnish current financial statements to Lessor if requested. Lesser grants permission for Lessor to obtain credit reports of Lesser during the term of the LEASE.
- 17. ASSIGNMENTS. NEITHER THIS LEASE NOR LESSEE'S 'RIGHTS' HEREUNDER SHALL BE ASSIGNABLE IN WHOLE OR IN PART BY LESSEE EXCEPT WITH LESSOR'S PRIOR WRITTEN CONSENT AND THE LEASE PROVISIONS SHALL BIND ANY PERMITTED SUCCESSORS AND ASSIGNS OF LESSEE. LESSOR SHALL HAVE THE RIGHT TO ASSIGN THIS LEASE OR ANY PART THEREOF. If Lassor assigns the rentals or any of Lassor's other rights, the right of the Assignee to receive the rentals as well as any other rights of the Assignee shall not be subject to any defense, secoff, counterclaim, or recoupment which may arise out of any breach or obligation of Lessor or by reason of any other indebtedness or liability at any time owing by Lessor to Lessee. All rentals due shall be payable to the Assignee by Lessee whether or not this LEASE is terminated by operation of law or otherwise, including without limitation, termination origing out of bankruptey, reorganization or airrillar proceedings involving Lessor. On receipt of notification of such assignment, Lessee, subject to its rights herounder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and writt follow all of Assigner's written directions. Lesses on receiving notice of any such assignment shall make rental payments as directed.
- 18. NOR-WAIVER, Lesson's failure at any time to require strict performance by Lessee of any of the LEASE provisions shall not waive or diminish Lesson's right thereafter to demand strict compliance with the larms of this LEASE. Lesson's rights are cumulative and not alternative.
- SEVERABILITY. If any provision or any remedy be descried invalid, the remaining provisions shall be given affect.
- 20. APPLICABLE LAW. This LEASE shall be deemed to have been made in Unondage County, New York, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.
- 21. ENTIRE AGREEMENT. This document along with all achedules and exhibits are a single agreement. This Agreement constitutes the entire agreement between the parties.



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| TELMARK P.O. Box 4943, \$Y | | (Lessor) NEW YORK 13221-4943 PHO | NE 1-800-451-3322 | | LEASE | 50812 |
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| NAME OF PERSO | N TO COM | NTACT LYNN KETTER | LING | | | |
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| COMPLETE THIS ACC AUTHORIZED BY TELL ALL THE ITEMS WERE AND ARE IN G LESSEE APPROVES UNDERSTANDS THAT | IS OMITTE CEPTANCE PHONE OF REFERRE COD ORDE FULL PAYN LESSOR N | TO THE LESSEE AUTHORIZES TO THE LESSEE'S RIN PERSON TO DO SO. TO ABOVE WERE RECEIVED IN A AND ACCEPTAL RANGE OF THE SUPPAL RANGES NO EXPRESS OR IMPLIED THE LEASED ITEMS AS MORE FULL | S BEHALF WHEN BY LESSEE AND BLE TO LESSEE. BER(S). LESSEE WARRANTIES OF | SIGNED BY | INDICATE CORPORATE OFFICE/GENERAL PLANTING TO SECONDICATE CORPORATE OFFICE | terling |

SIGNED BY ____

TITLE __

SIGNED BY

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

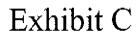
PARAGRAPH 8 OF THE LEASE.

your involce can be paid.

ANY TERM OF THIS LEASE AGREEMENT.

NO SUPPLIER OR AGENT THEREOF IS AUTHORIZED TO WAIVE OR MODIFY

SUPPLIER: This acceptance must be signed by Lessee and returned to Telmark before



Amendment of Lasse Agreement

Date

March 20, 2003

THE REAL PROPERTY.

Wells Plays Photocal Lauring lan, successor in Internatio Yelmark LLC P.O. Box 4045, Spounce, New York 13221

LOSSOC:

FARMER BY TEMPORE KELLICHTERS, JOHN MOULLA ARE AMERIC WITH STANK

Language Mary

(2-010-00312-00-0019)

Dunnsplan

THE CALF CONDOS & CRAIN FEEDER, more thing described in these developed scribed

00 APRIL 6, 2007

in consideration of a proceeding fee to the economical SSO.00, Europey was Language has dispers to among the CONTRACT PRODUCTIONS PROPERTY IN THE PROPERTY CONTRACTORS

BY BENNINNE CONSESSIVE MEMBER PAYMENTS OF \$612.00 BACH, COMMENCING JUNE 1, 2009

Any Coliffe To, if spyllenble, is and and void.

All allocations and appearance of this bears agreement remain to the force and office.

in the execut that this Assembanes is extended by a Corporate Officer, Managing Partner of a LLP or Manager of a LLC, that persons havely excition that betales in duly approximal to suscella success by a concludes of the Dound of Dissolves of the Corporation and/or by statishers of the LLP or LLC.

LOCAMORO OF LANCE LYNN & R. MANNE NEW TORRESTS.

Signad By:

Giornal By:

ME KELLING LINES

Accepted by

Amendment of Lease Agreement

| Date; | Merch 20, 2003 |
|--------------------|--|
| Lessor: | Wells Fargo Financial Leasing, Inc., successor in interest to Telmark LLC P.O. Box 4943, Syracuse, New York 13221 |
| Lessee: | LYNN & R JEANNE KETTERLING, 100 NORTH 160 WEST, RUPERT ID 83350 |
| | 02-010-66312-00-50812 |
| Description: | 120 CALF CONDOS & GRAIN FEEDER, more fully described in lease agreement acquired on APRIL 6, 2001. |
| In consideration o | of a processing fee in the amount of \$50.00, Lessor and Lessee hereby agree to amend the |
| current remaining | payment schedule as follows: |
| 63 REM JUNE 1, | AINING CONSECUTIVE MONTHLY PAYMENTS AT \$512.00 EACH, COMMENCING 2003 |
| Any Exhibit TG, | If applicable, is null and void. |
| All other terms a | nd conditions of this lease agreement remain in full force and effect. |
| | this Amendment is executed by a Corporate Officer, Managing Partner of a LLP or C, that person hereby certifies that he/she is duly authorized to execute same by a Board of Directors of the Corporation and/or by members of the LLP or LLC. |
| | ssee: LYNN & R JEANNE KETTERLING |
| Signed By: | LYNN KETTERLING, LESSEE |
| Signed By: | R JEANNE KETTERLING, LESSEE |
| Accepted By: | , Lessor Dated On |
| // *** | ROBUL- |

Exhibit D

| Faturations: STATE OF IDAHO FINANCING STATEMENT - F | ORM UCC-1 Customer account number |
|--|--|
| PLEASE TYPE THIS FORM IN BLACK Filing feet: | \$6.00 if form is typed, or \$10.00 if s must enter Customer Number in |
| Fixture filing with County Recorder. Enclose recording (se of \$3.00 per page). | |
| File only the original. Make copies for your file. The original will be neturned as your activated green. Enter only one district ename or assumed name per debtor block exactly as it is to be indexed. If most approximately in the copies of the copies of the copies of the copies. | ı. re than four names, use en atlached |
| sheet. Enter individual debtor names: Lest, First Middle Title; a.g. Smith, John Alan Jr. 5. When the abligation has been satisfied, complete the Termination Statement and return the original to |) the filing officer. |
| Meil to: Secretary of State, UCC Division, 700 vv Jenerson, PO Box 83720, Boise, ID 83720-0060. Ph. #################################### | Charles in |
| | XXXX ** LESSEE |
| Ketterling; Lynn | |
| 100 North 160 West | |
| Rupert, ID 83350 | |
| MINNO #2 LESSEE INVISE Lessee: | ₩₩X°#4 LESSEE |
| Ketterling; Jeanne | WWWregger |
| 100 North 160 West | |
| | |
| Rupert, ID 83350 | |
| SMONOWAX and Address LESSOR | Assigned and Address |
| LESSON | Assignee and Address |
| TELMARK LLC | |
| PO BOX 4943 | |
| SYRACUSE, NY 13221 | |
| | |
| Mailing Name and Address for goldensuled and if A Count D | Check If Covered Products of collateral are also cover |
| Mailing Name and Address for acknowledgment, if not Secured Party | If one of the following baxes is checked, the secured party may sign the financing statement. The collateral described horsen is |
| | Urought into this state already subject to a security interest in another jurisdiction. |
| | Subject to a security interest in snother jurisdiction, and the debtor's location has changed to this state. |
| | Proceeds of the original collateral described below in which a security interest was perfected. |
| | The subject of a financing statement which has tapsed |
| | Subject to a security interest perfected under a prior name or identity of the debtor. |
| This financing statement covers the following types or items of property | |
| (If this is a fixture, timber or mineral filing to be recorded with the County Record | |
| 120 - New 40" calf Condos win | th Seven gallon translucent |
| gram Feeders - enclosed s | Synthetic call pens, For new |
| form to wearling calves. | • |
| 2011.10 | |
| | • |
| | |
| | |
| HIS IS A LEASE TRANSACTION AND THIS FILING IS MAD | E FOR INFORMATIONAL BUILDING |
| THE THE TO PART | E FOR INFORMATIONAL PURPOSES ONLY, |
| Signature(s) of Physicals) LESSEE | Filing Office Use Only |
| Jun-Part- | |
| of the man has the state of the | · · · · · · · · · · · · · · · · · · · |
| - January | TIMHO SECRETARY OF STATE |
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| deutstates by Signature LESSUR | 2 CK: 227568 CT: 135748 NA: 398586. |
| Son 1 1 22 0 | 1 0 4.00 = 4.00 SURCHS N 5 |
| - Junna > Janus tortel | mark i |
| TERMINATION STATEMENT The Command Party of the Comm | |
| TERMINATION STATEMENT-The Secured Party no longer claims a security inte under the financing statement. | erest S |
| 0 | ٠ |
| Secured Party or Assignee of Record Date | Filing Number: B 897343 |
| | ្តីធ្វី |
| | - |